IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO. 19 OF 2006

IN

ARBITRATION PETITION NO. 543 OF 2004

Yogendra N. Thakkar & Anr. ... Petitioners

Vs.

Jayesh M. Gandhi & Ors. ... Respondents

Mr. Shailesh Shah i/b. Mansukhlal Hiralal & Co. for the petitioners.

Mr. Ketan D. Parikh a/w Ms. Kalpana Ghone i/b. Kanga & Co. for Respondents Nos. 1 to 3.

Ms. Sabeen Mahadik for Respondent No.9.

CORAM: S.K.SHAH,J.

DATE : 21st April,2006.

P.C.

1. The grievance of the petitioners is that the consent terms between the petitioners and Resondent No.1 which are produced at Exhibit "B" and filed in Arbitration Petition No. 543 of 2004 have not been complied with by the Respondents as they are refusing to sign the cheques for the payment of retainer as incorporated in clause 8 of the Consent Terms.

2. The grievance of the Respondents is that the petitioners are not signing the cheques which are required for making payment of the lease amount of the premises occupied by the firm at Bangalore as also the cheques for payment of the salaries of the employees working in Bangalore Office.

3. The learned Counsel for the petitioner submits that the chartered accountant who is in charge of the Bangalore office has now retired and presently nobody is in charge of that office. He further submits that as per the Rules, the chartered accountant's office cannot continue unless some person who is a chartered accountant is in charge of that office.

4. We are not much concerned with this aspect of the matter. So long as the ofice is in existence, it is the liability of the firm to pay rent of the premises and so long as the employees are working in that office, it is the responsibility of the firm to pay their salaries. So far as the business being carried on in Bangalore Office, the matter to be settled between the petitioners and the Respodnents.

5. As such, the petitioners shall sign the cheques drawn for payment of the rent of the Bangalore

premises as also the cheques for payment of the salaries of the existing employees working in the Bangalore office as also the cheques in respect of other outgoings like electricity, etc. Simultaneously, the Respondents shall also sign the cheques which are drawn for payment of the fees of the retainer, Mr.Raghavendran of the firm.

6. With these directions, nothing survives in the Petition. The Contempt Petition stands disposed of.

(S.K.SHAH,J.)